

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

VICTORY MEDIA, INC.

Plaintiff,

v.

WORLD EDUCATION, LLC d/b/a
WORLDEDUCATION.NET

Defendant.

Case No. _____

COMPLAINT

AND NOW comes Victory Media, Inc., by its attorneys, Metz Lewis Brodman Must O’Keefe LLC, and files the within Complaint, and in support states the following:

Parties

1. Plaintiff Victory Media, Inc. (“Victory”) is a Pennsylvania corporation with a principal place of business located at 420 Rouser Road, Suite 101, Moon Township, PA 15108.

2. Defendant World Education, LLC d/b/a WorldEducation.net (“Defendant”), is a Texas limited liability company with a principal place of business located at 4514 Travis Street, Suite 212, Dallas, TX 75205 and a last known mailing address of P.O. Box 151526, Arlington, TX 76015. Upon information and belief, none of the members of Defendant are citizens of the Commonwealth of Pennsylvania.

Jurisdiction and Venue

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332.

4. Venue is proper in the United States District Court for the Western District of Pennsylvania pursuant to 28 U.S.C. § 1391.

Factual Background

5. Victory is a veterans-oriented media relations firm offering nationally recognized media and advertising services through certain proprietary brands. Defendant is a provider of online education and training programs.

6. Victory and Defendant are parties to an April 26, 2017 contractual agreement (the “Agreement”), pursuant to which Victory agreed to provide certain advertising and marketing services to Defendant, including print advertisements, online banner advertising, newsletter placements, social media posts, and sponsored content (the “Services”) as more fully described in the Agreement. A true and correct copy of the Agreement is attached hereto marked as **Exhibit A** and is incorporated herein by reference.

7. In accordance with the Agreement, Victory provided the Services to Defendant.

8. Pursuant to the terms of the Agreement, payment in full for all Services is due to Victory within thirty (30) days of the date of the Agreement.

9. Despite demand, Defendant has failed to timely make payment for the Services.

10. Defendant has not lodged any complaints with Victory respecting the quality or quantity of Services provided.

11. As of the date of this Complaint, the principal balance due from Defendant to Victory totals \$109,900.08, exclusive of interest, attorneys’ fees, and costs.

12. In its communications with Victory, Defendant has admitted that the amount set forth herein is currently due. Notwithstanding, Defendant refuses to pay.

Count I
Breach of Contract

13. Victory incorporates by reference the allegations of Paragraphs 1-12 of this Complaint as if more fully set forth herein.

14. Victory and Defendant entered into a legally enforceable contract, evidenced by the Agreement, that, among other things, requires Defendant to timely remit payment for all Services provided by Victory.

15. The Agreement is supported by adequate consideration and defined by unambiguous terms that were mutually agreed upon by the parties.

16. Victory has performed its obligations under the Agreement by providing the agreed-upon Services at the agreed-upon price.

17. As more fully set forth above, Defendant has breached the Agreement by failing to timely remit payment to Victory of all amounts due and owing.

18. Defendant's breach of the Agreement has directly and proximately caused damage to Victory in a total amount to be determined at trial.

WHEREFORE, Plaintiff Victory Media, Inc. respectfully requests that this Court grant judgment in its favor and against Defendant World Education, LLC d/b/a WorldEducation.net in an amount in excess of \$75,000.00 to be determined at trial, plus pre- and post-judgment interest, attorneys' fees, all costs of suit, and such other relief as is necessary and appropriate.

Count II
Unjust Enrichment – Alternative to Count I

19. Victory incorporates by reference the allegations off Paragraphs 1-18 of this Complaint as if more fully set forth herein.

20. Victory provided the Services to Defendant as described above.

21. Defendant accepted the Services provided by Victory and has enjoyed the benefit of the Services provided by Victory.

22. Victory has made demand for payment for the Services enjoyed by Defendant, but despite such demand, Defendant has refused to remit payment of the amount due.

23. It is unconscionable for Defendant to enjoy the benefit of the Services provided by Victory without fully paying for said Services.

24. Accordingly, and as an alternative to Count I of this Complaint, Defendant has been unjustly enriched to the detriment of Victory.

25. As a direct and proximate result of Defendant's unjust enrichment, Victory has suffered damages in a total amount to be determined at trial.

WHEREFORE, Plaintiff Victory Media, Inc. respectfully requests that this Court grant judgment in its favor and against Defendant World Education, LLC d/b/a WorldEducation.net in an amount in excess of \$75,000.00 to be determined at trial, plus pre- and post-judgment interest, attorneys' fees, all costs of suit, and such other relief as is necessary and appropriate.

Respectfully Submitted,

Date: January 9, 2018

METZ LEWIS BRODMAN MUST
O'KEEFE LLC

By: /s/ Justin M. Tuskan

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Media, Inc.*